

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In Re: SHIRLEY J. GATES
Debtor

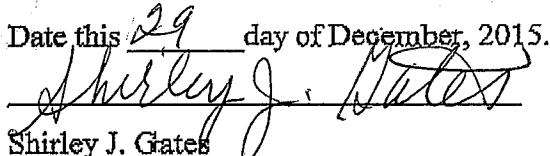
Case No. 15-25701-GMH
AFFIDAVIT REGARDING USE OF \$49,884.82

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

I, Shirley J. Gates, being first duly sworn on oath, states as follows:

1. I am an adult resident living at 5653 West Joleno Lane, Milwaukee, Wisconsin 53223.
2. I filed for relief under Chapter 13 of the Bankruptcy Code on May 18, 2015.
3. In September, 2014, it was ordered by the Family Court of Jefferson County, Alabama that I was to receive \$49,884.82 from monies being held on deposit with the clerk of said court. Attached as Exhibit #A is a copy of said Order.
4. I received a draft for \$49,884.82 shortly thereafter.
5. Out of the aforesaid funds, on September 15, 2014, I spent \$36,100.96 to purchase a 2014 Chrysler Town & Country Wagon. Attached as Exhibit #B is a copy of the purchase contract for the 2014 Chrysler Town & Country Wagon.
6. The remaining \$13,783.86 was used to supplement my living expenses for several months thereafter. Attached as Exhibit #C is as complete a list as I can manage of how those funds were spent.
7. This Affidavit is submitted for the purpose of meeting the disclosure requirements for my Chapter 13 Bankruptcy case.

Date this 29 day of December, 2015.


Shirley J. Gates

Subscribed and sworn to before me
this 29th day of December, 2015.

Mia Acevedo
Notary Public, State of Wisconsin

My commission is/expires: 05/22/2016

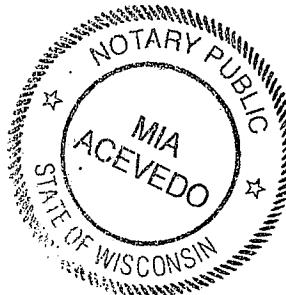


EXHIBIT #C

1. Worzella Photography, Inc.	2/5/2015	\$712.80
2. Worzella Photography, Inc.	1/14/2015	\$514.27
3. State Farm Insurance	1/6/2015	\$157.08
4. State Farm Insurance	6/3/2015	\$294.78
5. U.S. Postal Service	6/9/2015	\$177.08
6. Central Electric Power Association	6/9/2015	\$175.83
7. Dermatology Associates of WI., S.C.	5/6/2015	\$354.82
8. Dermatology Associates of WI., S.C.	5/6/2015	\$45.00
9. Strouse Law Offices	5/15/2015	\$610.00
10. AT&T	5/1/2015	\$293.63
11. Griffin's Hub Chrysler Jeep Dodge	2/24/2015	\$300.00
12. Griffin's Hub Chrysler Jeep Dodge	5/7/2015	\$286.66
13. Lexus North Shore	6/30/2015	\$425.36
14. Central Electric Power Association	4/26/2015	\$180.48
15. WE Energies	5/1/2015	\$100.00
16. Atinsky, Sicula & Teper	1/30/2015	\$410.00
17. Milwaukee Journal-Sentinel	2/26/2015	\$159.57
18. Milwaukee Journal-Sentinel	4/2/2015	\$159.90
19. Green Tree Servicing	11/2/2014	\$660.18
20. Shurone Nash	2/3/2015	\$500.00
21. Green Tree Servicing	1/30/2015	\$660.18
22. Green Tree Servicing	1/30/2015	\$660.18
23. Wisconsin Memorial Park	2/27/2015	\$3,500.00
24. AT&T	3/3/2015	\$247.25
25. WE Energies	3/5/2015	\$600.00
26. Perry Stribbling Appliance	3/25/2015	\$481.66
27. U.S. Postal Service	3/24/2015	\$900.71
28. Central Electric Power Association	3/24/2015	\$218.03
29. Milwaukee Landscape and Design	9/21/2014	\$200.00
30. Milwaukee Landscape and Design	3/2/2015	\$200.00
31. Green Tree Servicing	3/24/2015	\$660.18
32. Central Electric Power Association	2/4/2015	\$300.00
33. U.S. Postal Service	2/4/2015	\$304.55
34. Central Electric Power Association	12/26/2014	\$293.98
35. A.S.K. Tree Service	9/11/2014	\$125.00
36. AT&T	1/22/2015	\$241.49
37. CompToday	11/3/2014	\$204.12

State of Alabama
Unified Judicial System
Dept. of Court Mgmt.
Form C-18J Sp. 3/87

ORDER
~~ORDER~~

#A

CASE NUMBER

CV 13 848
CS 08 806
ID YR NUMBER

IN THE FAMILY COURT OF JEFFERSON COUNTY

Plaintiff Shirley J. Lambert vs. Defendant Timmy L. Holifield

In The Matter Of: _____

(Juvenile Case)

CHARGE _____

DATE OF HEARING _____

NOTICE

AFA ANY PARTY TO PROCEEDINGS HEARD BY A REFEREE NOT SATISFIED WITH THE FINAL DISPOSITION AS NOTED BELOW HAS THE RIGHT TO A REHEARING BEFORE THE JUDGE OF THIS COURT IF A WRITTEN REQUEST IS FILED WITH THE CLERK OF THIS COURT WITHIN FOURTEEN (14) DAYS OF THIS NOTICE.

AFA ANY PARTY TO PROCEEDINGS HEARD BY A JUDGE MAY APPEAL THIS ORDER TO THE APPROPRIATE APPELLATE COURT BY FILING WRITTEN NOTICE OF APPEAL WITHIN FOURTEEN (14) DAYS WITH THE CLERK OF THIS COURT AND CLERK OF THE APPROPRIATE APPELLATE COURT.

The parties Shirley Lambert and Larry L. Hollings and Victor R. Spencer, LLC agree to settle said matter and request the Family Court ^{clerk} to issue the check associated with the instant case in the amount of \$80,884.82 as follows:

\$49,884.82 Shirley J. Lambert 5653 West Tolono Ln, Brown Deer, WI 53223

\$26,000.00 Victor R. Spencer, LLC 3026 Ensley 5 Points W, Bham AL 35208

\$5,000.00 The Wess Lawfirm, P.C. 603 20th St So. Bham, AL 35210

\$80,884.82 Total

Shirley J. Lambert
Shirley J. Lambert

Certified As A True Copy

Everett W. Wess
9-4-2014
Everett W. Wess

Victor R. Spencer Larry Hollings
Victor R. Spencer Larry Hollings

Date

Signature of Clerk/Register

Signature of Judge/Referee

9/4/13



ELECTRONICALLY FILED
10/8/2014 1:25 PM
01-CS-2008-000806.01
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
BRENDA ABBOTT, CLERK

IN THE FAMILY COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

SHIRLEY LAMBERT,)
Plaintiff,)
)
v.) CASE NO: CS-2008-806.01
JIMMY HOLLIFIELD,) CV 2013 848.00
)
Defendant.)

**PLAINTIFF'S OBJECTION TO EMERGENCY HEARING AND RULING
CONCERNING FUNDS RELEASED**

COMES NOW, the Plaintiff, Shirley Lambert, and files her objection to the emergency hearing held on or about September 23, 2014 and any ruling concerning funds already released by the Circuit Court in case number CV 2013 848 and the instant case and says:

1. On or about September 4, 2014 the Honorable Judge Chambliss ordered the clerk to release a total of \$80, 884.82. The Court clerk released said funds on September 5, 2014.
2. On or about September 23, 2014 the Honorable Carnella Green-Norman ordered the funds shall not be divided. Said hearing was held on Defendant's Motion for an Emergency Hearing.
3. The Plaintiff incorporates all arguments in her Response to Defendant's Emergency Motion to Stay.
4. In the event an order is issued by the Honorable Carnella Green-Norman there will be conflicting orders in Circuit Court and District Court.

WHEREFORE, PREMISES, CONSIDERED, the Plaintiff asks this Honorable Court to enter an order to do the following for the above stated reasons:

- A. Deny Appellant's Emergency Motion to Stay and rescind any conflicting order.
- B. The funds are released; hence, this Honorable Court should Order the Defendant's Emergency Motion moot.

#3

OR REJECT THE OFFER WITHIN 7 WORKING HOURS OR THE OFFER IS AUTOMATICALLY VOIDED AND YOU MAY RESCIND THE OFFER UNLESS AND UNTIL ACCEPTED BY THE DEALER. UNTIL ACCEPTANCE OR REJECTION OF THE OFFER THE DEALER SHALL BE PROHIBITED FROM SELLING THE VEHICLE TO ANY OTHER PARTY.

DEALER NAME ADDRESS CITY, STATE, ZIP TELEPHONE NO.	Griffith Gates, INC. DEA Griffith Hub Chrysler Jeep Dodge 6700 S 27th Street • Milwaukee, WI 53221 (414) 325-3533 • Fax (414) 325-0036	591764 19733	VEH. STOCK NO. OR ORDER NO. SALESPERSON'S NAME PLEASE PRINT SALESPERSON'S LICENSE NUMBER	MILEAGE AT SIGNING 31 PROADY, GARY F. 86302097	ORDER DATE 09/15/2014
---	---	-----------------	--	---	--------------------------

PROSPECTIVE PURCHASER ("YOU")
NAME(S)
JOHN ROBINSON SHIRLEY J LAMBERT GATES

PROSPECTIVE PURCHASER STREET ADDRESS (414) 354-6659	5659 W. MILWAUKEE AV.	CITY BROWN DEER	STATE WI	ZIP 53223
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RESIDENCE PHONE (414) 354-6659	CELL PHONE	BUSINESS PHONE	RESIDENCE COUNTY MILWAUKEE	RESIDENCE TOWNSHIP/CITY/VILLAGE	E-MAIL ADDRESS
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PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED VEHICLE	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	TITLE AS <input type="checkbox"/> CAR <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> MOTORCYCLE <input type="checkbox"/> OTHER	LICENSE NO.		
--	--	--	-------------	--	--

MODEL YEAR 2014	MAKE & TRADE NAME CHRYSLER	MODEL TOWN & COUNTRY	BODY TYPE WAGON	IDENTIFICATION NO. 2C3RC7BG2ER236564	
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PURCHASED VEHICLE OWNED OR LEASED/TRADED FOR SALE	ORDERED COLOR PSV/SST	ORDERED TRIM	ORDERED ENGINE 3.6 Liter		
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Dealer is not a party to any manufacturer warranties. Warranty terms may be negotiable. Terms agreed to on the purchase contract are final.

WARRANTY & SERVICE CONTRACT INFORMATION

Refer to separate document for coverages and exclusions. Dealer disclaims implied warranties of merchantability and fitness for a particular purpose.

AS IS - NO WARRANTY

Warranty, this vehicle is sold AS IS and the dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

IMPORTANT: Ask for all promises in writing. Spoken promises are difficult to enforce. Warranty terms may be negotiable. Terms agreed to on the purchase contract are final.

Manufacturer Warranty Information

(Dealer is not a party to any manufacturer warranty)

Original Manufacturer Warranty (either new or remaining)

Expiration: _____ (date) _____ (miles), whichever comes first.

Deductible: _____ Transfer fee: _____

Original Manufacturer Warranty EXPIRED or NOT KNOWN

Original Manufacturer Warranty CANCELLED due to history

LIMITED EXTENDED WARRANTY/SERVICE CONTRACT

provided by: Manufacturer Warranty company Dealership

Duration: _____ (months) _____ (miles), whichever comes first.

Deductible: _____ Transfer fee: _____

Percentage of repair costs to be paid by you: _____

Warranty term begins on: _____

OTHER CONDITIONS OF SALE

ANTICIPATED DELIVERY DATE

Regardless of reason, if the vehicle ordered by the purchaser is not available for delivery within 15 calendar days after the anticipated delivery date, the dealer will:

within one business day, receive a full refund of any down payment, and return of trade-in vehicle, or title for trade-in vehicle, or both. If the trade-in is not available, the purchaser shall receive the date in advance, times delivery date.

qualified on the purchase contract by the purchaser, if the ordered vehicle becomes available for delivery prior to the stated anticipated delivery date, the dealer licensee may require acceptance and less than 21 calendar days after having notified the purchaser of availability of delivery. In which case no penalty shall be assessed for nonacceptance or delivery prior to the stated anticipated delivery date.

A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.

This is a Finance Transaction. (Check A. or B.)
Closing scheduled at dealer's office on specified delivery date or as mutually agreed. You are obligated to purchase, subject to availability of financing through

USED: PRICE from the Wisconsin Buyers Guide

NEW: <input checked="" type="checkbox"/> MSRP detail provided on window label	See Total MSRP Below
<input type="checkbox"/> MSRP detail provided on attachment	

Dealer Markup

Dealer installed options --- Has a warranty if at left.

Total Dealer Installed Options (Add to Used Price or MSRP and Enter in Price)

PRICE OF THE VEHICLE	32855.00
a. Dealer Retail Price	32855.00
b. Services Fee	1731.50
c. Discount	2412.79
1. Cash Price (a + b - c)	29320.71

TRADE ALLOWANCE

2. Owned Trade-In Allowance (if not Lease Equity)	2121.2
3. Trade Difference (1-2)	1808.3

TAXABLE ITEMS PURCHASED WITH THE VEHICLE

4. Other	2413.96
5. Service Contracts	2413.96

SALES TAX CALCULATION

6. Amount Subject to Sales Tax (1-2-3)	24031.4
7. State Tax (.05)	1701.56
8. County Tax (.0025)	170.16
9. Total of Taxes (1-2-3-4-5-6-7-8)	27903.12

NON-TAXABLE ITEMS PURCHASED WITH THE VEHICLE

1. Other	354.44
2. Total of Non-Taxable Items	354.44

DUE TO

3. Estimated Payoff Amount on Owed Trade-In	6
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CASH & OTHER PAYMENTS

4. Cash Down Payment on Credit	6
5. REBATES	BACK XX

6. Add: Total Cash Due (1-2-3-4-5)

7. Total Cash and Rebates	7
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8. Due on Delivery or Balance to Finance

9. $1 + 2 + 3 + 4 + 5 + 6 - 7$

XAV 68:70 CT/2013/TZ/T0

002

Dealer is not a party to any manufacturer's warranty.

Original Manufacturer Warranty (either new or remaining)

Expiration: _____ (date) (miles), whichever comes first.

Deductible: _____ Transfer fee: _____

Original Manufacturer Warranty EXPIRED or NOT KNOWN

Original Manufacturer Warranty CANCELLED due to history

LIMITED EXTENDED WARRANTY/SERVICE CONTRACT

provided by: Manufacturer Warranty company Dealership

Duration: _____ (months) (miles), whichever comes first.

Deductible: _____ Transfer fee: _____

Percentage of repair costs to be paid by you: _____

Warranty term begins on: _____

OTHER CONDITIONS OF SALE

ANTICIPATED DELIVERY DATE: 6/1/16

available for delivery within 15 calendar days after the anticipated delivery date, the purchaser may cancel this order and shall, within one business day, receive a full refund of any down payment, and return of the vehicle to the dealer. If the vehicle is not available, if the trade-in is not available, the purchaser shall receive the trade-in allowance. Unless delivery date is otherwise qualified on the purchase contract by the purchaser, if the ordered vehicle becomes available for delivery prior to the stated anticipated delivery date, the dealer licensee may require acceptance not less than 21 calendar days after having notified the purchaser of availability of delivery, in which case no penalty shall be assessed for nonacceptance of delivery prior to the stated anticipated delivery date.

A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.

This is a Finance Transaction (Check A. or B.);

Closing scheduled at dealer's office on specified delivery date or as mutually agreed. You are obligated to purchase, subject to availability of financing through dealer, on terms:

A. In attached disclosure. These terms do not extend beyond the closing date if dealer is willing and able to deliver vehicle on these terms.

B. Acceptable to You

This transaction is subject to financing being arranged through creditor of Your choice. You must obtain acceptable financing and dealer must receive written notice by (date) _____ or this contract is void.

This is a cash transaction. You are obligated to pay the balance due on delivery.

THE APPRAISAL OF THE TRADE-IN IS BASED ON AN ODOMETER READING OF UP TO MILES/KILOMETERS, AND THE TRADE-IN MAY BE REAPPRAISED IF IT EXCEEDS THIS LIMIT.

BUYER'S REPRESENTATIONS: This transaction is voidable at the option of the dealer at any time prior to delivery of the purchased vehicle if any of the following representations are untrue. The option to void this transaction in no way limits or restricts the election of other remedies available to the dealer prior to or after the closing of this transaction and these representations survive the closing of this transaction as to other remedies. You must read and answer these questions. I represent and warrant:

1. That I am 18 years of age or older. NO YES
2. That I have full power, right and authority to dispose of the trade-in. NO YES
3. That, notwithstanding the payoff amount that dealer agrees to make as indicated in the components of price of the Purchase contract or in Other Conditions of Sale, I will ensure that any and all liens or encumbrances on the trade-in are satisfied and released before or immediately upon delivery of the trade-in to the dealer. NO YES
4. That the only holder(s) of a security interest or lien in the trade-in (lienholder(s)) is (are) shown below. NO YES
5. That the trade-in is not subject to a child support lien. NO YES
6. That the trade-in does not have a cracked or defective head, block, powertrain, or frame (including suspensions portion of unibody). NO YES
7. That all parts of the trade-in emission control system are as originally installed by the manufacturer or have comparable and tested replacement equipment. NO YES

8. That the engine and transmission of the trade-in have not been changed from manufacturer's original equipment specifications. NO YES
9. That while I have owned or leased the trade-in its odometer has not been replaced, tampered with or otherwise altered in any way and I believe that the trade-in vehicle's current odometer reading of miles/kilometers does reflect its actual mileage. NO YES
10. That while I have owned or leased the trade-in its restraining devices (including airbags and belts) have not been replaced, tampered with, or otherwise altered in any way. NO YES
11. That the trade-in has not previously been a salvage vehicle, manufacturer buyback, or subject to any other title brands. NO YES
12. That the trade-in has not previously been flood or water damaged. NO YES
13. That the trade-in does not have any corrective welds or other evidence of repair to the strut tower, floor pan, frame or other structural portion of the unibody. NO YES

Lienholder(s): _____

Explain All "NO" Answers: NO TRADE-IN

To oral representations are binding unless written on this form. The document including this page printed on the reverse side is the entire agreement between You and Dealer, and supersedes any prior agreements and representations, regarding the transaction described above. No modification or waiver of this agreement is enforceable against either party unless agreed to in writing by that party. You will receive a copy of this order.

As a deterrent to purchaser failing to take delivery on the vehicle as herein provided, you agree that if you do not accept delivery, you shall, at dealer's option, forfeit to dealer, as a penalty, % (not to exceed 5%) of the cash price of the vehicle as authorized by Section 218.01(1) Wisconsin Statutes. Dealer retains the right to bring action for actual damages caused by breach of this contract, in lieu of the above penalty.

Total Dealer Installed Options (Add to Used Price or MSRP and Enter in Box 1)	
PRICE OF THE VEHICLE	32855.00
a. Dealer Retail Price	179.00
b. Services Fee	2412.79
c. Discount	30621.21
1. Cash Price (a + b - c)	30621.21
TRADE ALLOWANCE	
2. Owned Trade-in Allowance or Net Lease Equity	2
d. Trade Difference (1-2)	2
TAXABLE ITEMS PURCHASED WITH THE VEHICLE	
e. Other	3410.00
f. Service Contract	3410.00
g. Total of Taxable Items (e + f)	3410.00
SALES TAX CALCULATION	34031.21
h. Amount Subject to Sales Tax (1 + e + f)	1777.56
i. State Tax (g x .05)	170.16
j. County Tax (g x .005)	34.03
k. Local/Stadium Tax (g x .001)	34.03
Total of Taxes (h + i + j + k)	1777.56
NON-TAXABLE ITEMS PURCHASED WITH THE VEHICLE	164.00
l. Fees to appear on MV11	164.00
m. Other	151.00
n. Total of Non-Taxable Items (k + l + m)	151.00
OWNED VEHICLE PAYOFF	
o. Due to	
p. Estimated Payoff Amount on Owned Trade-in	6
CASH & CASH EQUIVALENTS	N/A
q. Cash Down Payment on Order	
r. REBATES	
s. Additional Cash Due (Date/Amount)	
t. Total Cash and Rebates (m + n [If assigned] + o)	7
u. Due on Delivery or Balance to Finance	8
(1 - 2 + 3 + 4 + 5 + 6 - 7)	33800.53

#1 Rev. 02/2014 Copyright 2014 WI Auto & Thread Dealer's Version